

Oneida County Request for Proposal
Oneida County Department on Aging Facility

The County of Oneida, Wisconsin invites qualified firms or individuals to submit proposals to conduct program and space needs assessment for the Department on Aging for the future 20-year period in accordance with the specifications listed below.

I. INFORMATION FURNISHED TO PROPOSER

A. General Information

1. The County of Oneida has a population of approximately 37,640 and a total budget for 2006 of \$ 50,678,000. The current work force of the county is 294.
2. The 2006 staffing of the Department on Aging is as follows:
 - Director
 - Assistant Director
 - Benefit Specialists (1.2 FTE)
 - Account Clerk
 - Activities and Volunteer Coordinator
 - Transportation and Nutrition Coordinator
 - Secretary
 - Bus Drivers (1.5 FTE + PT)
 - Dining Site Managers (7 PT)

B. Description of Current Facilities:

The current facility is located at 1103 Thayer St, Rhinelander, WI and consists of 6,600 square feet. The facility includes various office spaces for the Department on Aging staff as well as a Senior Center with conference room, program room, multi-purpose room, commercial kitchen and various storage areas. A separate garage structure houses supply storage and loan closet items.

C. Nature of Services Required

Required services are understood to include, but are not necessarily limited to,

1. Work in conjunction with the Department on Aging personnel to forecast future staff, programs and facility needed to adequately serve the projected increase of older adult residents in the county. Consideration must include the changing landscape of the older adult service delivery system in Wisconsin.
2. Inspect and determine adequacy of existing structure to meet identified needs; determine what usage could be made, what remodeling may be needed, zoning restrictions and cost of these improvements.

3. If it is determined the existing structure is inadequate and/or not feasible to expand or remodel, determine requirements for a different facility.
4. Review feasibility of acquiring existing vacant structures in the community.
5. If existing site and vacant structures are not feasible, develop options for new construction.
6. Develop capital and operating costs of all building options examined.
7. Identify specialized equipment required for new facility.

D. Final Report Requirements

1. The following reports are expected at the completion of the needs assessment:
 - a. Summary of information analyzed and methodology to justify the future needs of the county regarding older adult service delivery.
 - b. Comparison of Oneida County statistics used in analysis to statewide and/or regional data.
 - c. Detail information on operating costs of options including square footage requirements for all spaces.
 - d. Implementation strategy of proposers recommendations.
 - e. The firm will hold an exit conference with the appropriate county personnel to review draft copies of the aforementioned reports before such reports are presented to the governing body.
 - f. The firm will present the report to the Commission on Aging and the Building and Grounds Committee prior to presentation to County Board.
 - g. The firm will present report to County Board of Supervisors.
2. The number of copies of the final report and schedules: 35
These reports should be delivered to:

Dianne Jacobson
 Director
 Oneida County Department on Aging
 1103 Thayer St.
 Rhinelander, WI 54501

E. Timing Considerations:

The Commission on Aging reserves the right to revise this timeline. The Commission may decide to extend deadlines (but not shorten) if deemed in the best interest of the program.

1. Proposer's may request to inspect records or obtain clarifications regarding the RFP anytime prior to the due date of the proposals.
2. 10 copies of the proposals will be accepted by Dianne Jacobson, Director, Oneida County Department on Aging, 1103 Thayer St., Rhinelander, WI 54501 until 4 p.m. on Wednesday, October 11, 2006.
3. Proposer's interviews will be held tentatively on either October 16th, 17th or 18th (specific date to be determined at September Commission on Aging meeting).
4. The contract award is scheduled for October 19, 2006 at the Commission on Aging meeting.
5. The tentative date for which work may commence is October 20, 2006.
6. The draft reports will be reviewed with appropriate county personnel at an exit conference to be held on or before December 29, 2006.
7. The final report will be completed on or before January 15, 2006 and a presentation of such reports will be made to the governing bodies at a mutually agreed upon time.

F. Government Assistance Available to Proposer

1. During the needs assessment study the proposer may request and receive any Department on Aging program statistics, budget information or other data available.
2. The Department on Aging Director will be the County's liaison representative for routing contracts between the County and the proposer. The liaison representative will be the appropriate person for proposer to contact for the purpose of arranging or revising schedules, obtaining County records or assistance and for resolving problems or questions that arise during the study.

G. Billings

Progress payments may be billed monthly for services rendered in the prior month. Final payment will be made after receipt of the final reports and presentations to and acceptance by County Board.

H. Insurance requirements

The successful proposer shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by Oneida County, nor shall proposer allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

1. The successful proposer agrees that it will at all times during the terms of the agreement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to Oneida County. Such insurance shall be primary. Upon execution of the agreement, successful proposer shall furnish the Counties with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract and name the County as an additional insured. The County shall be given thirty (30) days advance notice of cancellation or non-renewal of coverage's during the term of this agreement.
2. *Worker's Compensation and Employer's Liability Insurance.* Statutory worker's compensation benefits and employer's liability insurance with a limit of liability not less than \$100,000 for each accident. Successful proposer shall require subcontractors not protected under its insurance to take out and maintain such insurance. The County shall not be liable to successful proposer's employees arising out of the performance of work under this agreement. Successful proposer and its worker's compensation insurance carrier agree to waive any and all rights to recovery from the County of worker's compensation claims made by its employees.
3. *Commercial General Liability Insurance.* Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, and blanket contractual. Limits of liability not less than \$500,000 general aggregate, \$500,000 products/completed operation aggregate, \$500,000 personal injury, \$500,000 each occurrence. The County shall be named as an additional insured which should be so stated on the Certificate of Insurance.
4. *Proof of Insurance.* The proposer shall furnish Oneida County with a certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the proposer meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to Oneida County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the owner, with a copy of the Certificate of Insurance to be delivered to Oneida County for approval prior to the execution of this contract. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

I. Legal Requirements

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1. Termination of Contract:

Oneida County may, for its convenience, terminate this contract at any time by a notice in writing from Oneida County to the proposer by certified mail. If the contract is terminated by Oneida County as provided herein, the proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the proposer covered by this contract, unless payments of compensation have previously been made.

2. Change Orders:

The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract. This amendatory provision shall not operate to prevent Oneida County from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the proposer hereunder, nor to cancel any of the services not performed at the time notice is given to the proposer of the cancellation of such services or portion of the work to be performed hereunder.

3. Gratuities – Kickbacks – non-collusion:

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

The proposer must certify non-collusion by completing Attachment A.

4. Non-appropriation of Funds:

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable Oneida County to meet its obligations hereunder, and at least thirty (30) days written notice of the nonappropriation is given to proposer.

5. Hold Harmless:

Proposer shall indemnify and hold Oneida County, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of the work being performed by the proposer under the terms of this proposal or on account of enforcing the provisions of the proposal against the proposer or its agents or employees, including, but not limited by enumerations, reasonable attorney fees and court costs incurred by Oneida County in defending against any claim or in enforcing this provision.

6. Americans With Disabilities Act Compliance:

In connection with performance of work under this contract, proposer agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The proposer is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Oneida County, a public entity. The proposer is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Oneida County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The proposer shall provide a similar notice to its subcontractors.

7. Dispute Resolution:

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same

litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

8. Non-Debarment Clause:

Proposer hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Proposer further agrees and certifies that this clause shall be included in any subcontract of this contract.

9. Statement of Compliance:

Proposer has carefully reviewed Oneida County's required contract language, as set forth in the Request for Proposal pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with Oneida County's contract language are superseded by Oneida County's required contract language.

10. Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such cases may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond control and without fault or negligence.

If the proposer's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the proposer and subcontractor, and without the fault or negligence of either of them, the proposer shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the proposer to meet the required delivery schedule.

GOVERNING LAW. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Proposer hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Oneida County, Wisconsin.

STANDARD OF CARE. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

WAIVER. A waiver by either County or proposer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SEVERABILITY. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

INTEGRATION. This Agreement, including issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between County and proposer. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

SUCCESSORS AND ASSIGNS. County and proposer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

ASSIGNMENT. Neither County nor proposer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, proposer may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent proposer from engaging

independent consultants, associates and subcontractors to assist in the performance of the Services.

NO CONSTRUCTION AGAINST EITHER PARTY. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

CAPTIONS. The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

NOTICES. Any notice required by this Agreement shall be made in writing to the address specified below:

County: Oneida County
Attn: Robert Bruso
P.O. Box 400
Rhinelander, WI 54501

SURVIVAL. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

II. Other Proposal Information

- A. The county reserves the right to accept or reject any and all proposals.
- B. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by the county and furnished to all firms that have received copies of the original RFP.
- C. All proposal information submitted will automatically become the property of Oneida County, who reserves the right in its sole discretion to:
 - 1. Reject requests for modifications of any or all proposals
 - 2. To waive minor immaterial defects in the proposals.
 - 3. Use without limitation any or all ideas from any proposal
 - 4. Eliminate from consideration proposals that do not conform to the requirements of this RFP.
- D. The county is not liable for any cost incurred by the prospective proposer in replying to this RFP.
- E. If additional information is necessary to assist the proposer in interpreting these specifications, written questions will be accepted until Tuesday, October 10, 2006 and

should be addressed to: Dianne Jacobson, Director, Oneida County Department on Aging, 1103 Thayer St., Rhineland, WI 54501 or djacobson@co.oneida.wi.us

III. INFORMATION TO BE REQUESTED FROM PROPOSER

In order to simplify the evaluation process and obtain the maximum degree of comparison, the county is requiring prospective proposers to submit proposals in the format and manner prescribed by this section.

A. Title Page

Show the RFP Project title, the name of the proposer firm, address, name of the contract person, their telephone number and e-mail address, and the date.

B. Letter of Transmittal (limit to one or two pages)

1. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the required time period.
2. State the names of the persons who will be authorized to make representation for the proposer, along with the person's title, address, telephone number and e-mail address.

C. Table of Contents

Include a clear identification of the material by section and by page number. Such sections will be those identified below.

D. Profile of the Proposer

1. State the type of firm (local, regional, national, etc...) and the location of the office from which proposers are to work from. State the number of staff at that office by job classification.
2. State any regulatory action taken by an oversight body against the firm.

E. Qualifications of the Proposer

1. Describe the local and/or regional office's recent study (any other requested service) experience with local governments. Include budget/cost control methods, data gathering methods and evaluation techniques.
2. Identify the supervisors and the other staff who are expected to work on the study. Provide resumes (which may be included as appendices) showing relevant past experience, education, training, etc...
3. List the names, addresses and telephone numbers of client officials for several engagements listed in 1 above, who may be contacted.

F. Proposer's Approach to the Study

1. State the proposer's understanding of the services to be performed and the work products to be provided as defined in Section 1-C "Nature of Services Required" and Sections 1-D "Report Requirements" of this RFP.
2. Submit a work plan to accomplish the scope of services (within the required time frame presented in Section 1-E "Timing Considerations" of this RFP). The work plan should include time estimates for each of the significant segments of the work and the staff level to be assigned. The work plan should also contain a brief discussion of procedures to be used in the study process.

G. Compensation

Show consultant fees, detail hours worked and other expenditures. Identify all costs not included in base fee schedule.

H. Additional Information

Give any additional information, not specifically requested previously, considered essential to the proposal. If there is no additional information to present, state, "There is no additional information we wish to present."

Appendix A

Method for Evaluation and Selection of Proposer

The basis for evaluating the proposals and selecting the firm which best meets the needs of the county is detailed below. While the score will be a significant factor, the county reserves the right to accept or reject any and all proposals.

The total score will be determined by adding the points received for technical factors plus the points received for the cost of the study. The total score will be determined by the following formula:

<u>TECHNICAL FACTOR</u>	<u>POINT RANGE</u>
Qualifications of the proposer	0-25
Qualifications of the study team	0-20
Approach to the Study: Firms understanding of work to be performed	0-20
Reasonableness of time estimates	0-10
Total Technical Factor	0-75
Cost of the Study	0-25
Oral interview	0-10
MAXIMUM POINTS	110